

UNIVERSITY OF LOUISIANA AT LAFAYETTE  
Lafayette, Louisiana

FILE NO. 09041

PROPOSAL FOR FURNISHING

ALL LABOR, MATERIALS, EQUIPMENT, TRANSPORTATION, SUPERVISION, PERMITS, ETC. NECESSARY TO PROVIDE A NEW ARTIFICIAL TURF AT THE BASEBALL STADIUM, LOCATED ON THE UL LAFAYETTE CAMPUS, LAFAYETTE, LOUISIANA

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NOTE: A pre-bid meeting will be held at 1:30 PM on October 14, 2009 at the baseball stadium, 201 Reinhardt Drive, Lafayette, LA, at which time details of the specifications will be discussed.

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Proposals will be received up to October 27, 2009 2:00PM by the Purchasing Office, University of Louisiana at Lafayette, Lafayette, Louisiana. Proposals will not be received after this specified hour and date. At this time, the proposals will be publicly opened and read in the Purchasing Office, Room 123, Martin Hall, 104 University Circle, on the University Campus, Lafayette, Louisiana.

This is a *Competitive Sealed Bid*. Complete details governing the policies and procedures to be followed in responding to the request are contained in the attachment.

Bid must be received by the due date and time in the Purchasing Office at the University of Louisiana at Lafayette, 104 University Circle, Martin Hall, Room 123, Lafayette, LA, 70503. Bid is to be in a SEALED ENVELOPE with the BID NUMBER and DUE DATE ON THE OUTSIDE OF THE ENVELOPE.

All inquiries regarding this request shall be directed to:

Mr. Bill Crist  
Facility Management  
UL Lafayette, Lafayette, LA  
(337) 482-2001

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TO: University of Louisiana at Lafayette  
Purchasing Office, Martin Hall Room 123  
104 University Circle  
P O Box 40197  
Lafayette LA 70504 0197

To Whom It May Concern:

Attached is the completed proposal of the firm listed below. The undersigned certifies that he/she (or they) has/have carefully examined *the Instructions to Bidders, the General Conditions, and the Specifications* hereto attached and made part herein, and agrees to comply with the instructions, conditions, and specifications, as covered by the attached papers. On the basis of the specifications, the undersigned proposes to furnish any or all items listed in the schedule of items hereto attached, upon which prices are requested, and at the price stated for each item.

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature (By signing this bid, bidder certifies compliance with L.R.S.39:1594, Act 121 of 1997, see No. 12 on Instructions to Bidders Sheet.)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone No. including area code

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fax No. including area code

\_\_\_\_\_  
LOUISIANA CONTRACTOR'S NO.

# INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

1. **SUBMITTAL OF PROPOSALS:** The bidder must submit his/her proposal on the form herein provided. The proposal must be signed in ink, with the blank space(s), filled in for each and every item. The bidder must state the UNIT price (written in ink or typewritten) for which he/she proposes to furnish each item and shall show the total amount for each item based on the quantities shown. E-mail, telephone and telegraphic quotations **WILL NOT** be accepted.

Each change or correction must be clearly marked and initialed by bidder. Failure to comply with these requirements may cause your bid to be disqualified.

The proposal shall be submitted in the envelope herein provided. In the event bid contains bulky subject material, the special bid envelope should be firmly affixed to the mailing envelope/package. This envelope shall then be sealed and delivered to the Purchasing Office, University of Louisiana at Lafayette, Lafayette, Louisiana, before the time set for receiving proposals as entered on the front sheet hereof. Any other envelope, any sample or package, etc. should refer to the File No. and Due Date.

Proposal received after the time set will be returned to the bidder unopened.

Proposal may be rejected for additions, conditions, or alternate bids, not called for, for incomplete bids, or for failure to comply with requirements set forth.

No bids may be withdrawn after opening date and hour shown on cover sheet and quoted prices shall be firm for a minimum of thirty (30) days unless otherwise specified by the University or the bidder.

2. **SPECIFICATIONS:** Wherever standard Louisiana specifications are specified in any quotation, all bidders must comply with these specifications. Specifications other than standard specifications are to be considered as setting a standard of quality suitable to permit competition and to coincide as far as possible with commercial standards of goods generally sold on the market.

Bidder must specify the brand and model number of the product offered in his/her bid. Bids not specifying brand and model number shall be considered as offering the exact product specified.

Bidder proposing an equivalent brand or model should submit with the bid information (such as illustrations, descriptive literature, technical data) sufficient for the University to evaluate quality, suitability, and compliance with the specifications of the bid. Failure to submit such information may cause bid to be rejected.

3. **BID OPENING:** Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined seventy-two (72) hours after request is made. Information pertaining to completed files may be secured by visit the University Purchasing Office during normal working hours.

The University has no facilities for furnishing abstracts of bids; a complete record of all bids is kept on file in this office subject to the inspection of any citizen. Every courtesy will be afforded any citizen who is interested in investigating, for any purpose, the record(s) of University of Louisiana at Lafayette purchases.

4. **AWARD OF CONTRACT:** The award of all contracts will be made in conformity with the requirements of the State Statute (Chapter 17, Title 39, R.S. 1551). The contract shall be awarded with reasonable promptness by written notice to the lowest responsive and responsible bidder whose bid meets the requirements and criteria set forth in the proposals.

The University of Louisiana at Lafayette reserves the right to reject any and all bids.

The University assumes the right to increase, reduce, or completely eliminate entire item or items from the quotation after an analysis of the bids. The University also reserves the right to award this proposal on an individual item basis, a combination of items basis, or as a total package to one (1) vendor, whichever is in the best interest of the University.

5. **TERMS:** Unless otherwise specified by the University in the proposal, bid prices must be complete, including transportation, prepaid by bidder to destination. Bids other than FOB destination may be rejected.

Notwithstanding bid response, terms of payment shall be at least "Net 30 Days". Discounts offered for payment in less than thirty (30) days WILL NOT be considered in making an award. On open-ended requirement contracts, discounts will be accepted, but WILL NOT be considered in making an award. Bids containing "payment in advance" or "COD" requirements may be rejected.

6. **EQUAL EMPLOYMENT:** The University is an equal opportunity employer and looks to its contractors, subcontractors, vendors and suppliers to make affirmative action to effect this commitment in its operations.

7. **INSURANCE:** The contractor shall carry and maintain Workmen's Compensation and Public Liability and Property Damage Insurance in accordance with the statutes and laws of the State of Louisiana, and he/she shall furnish the Owner with satisfactory proof of carriage of the insurance required.

8. **DEBRIS, CLEANING UP, ETC:** The contractor as directed by the Owner during the progress of the work shall remove all resultant dirt and debris and shall properly dispose of same. Upon completion of the service, he/she shall remove all equipment, unused material and debris and shall leave the premises in a clean and first-class condition.

9. **ASBESTOS:** No new material or product may be installed on this project which contains ANY amount of asbestos material. This statement takes precedence over any other product or material specification within these bid documents.

10. **PAYMENTS:** Final payment on account of this agreement will not be made until the expiration of forty-five (45) days following recordation of a Certificate of Substantial Completion and Resolution of Acceptance in the Office of the Clerk of Court, as required by State Statutes, and after such period said final payment will be made upon receipt by the Owner of a certificate from the Office of the Clerk of Court to the effect that no labor or material liens have been filed against the work.

11. **CANCELLATION OF CONTRACT:** The University has the right to cancel any contract, in accordance with Purchasing Rules and Regulations, for cause, including but not limited to the following: (1) Failure to deliver within the time specified in the contract; (2) Failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; (3) Misrepresentation by the Contractor; (4) Fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the state; (5) Conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) Any other breach of contract.

12. **SIGNATURE AUTHORITY:** In accordance with L.R.S.39:1594 (Act 121 of 1997), the person signing the bid must be:

- A. A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or
- B. An individual authorized to bind the vendor as reflected by an accompanying corporate resolution, certificate or affidavit.

By signing the bid, the bidder certifies compliance with the above.

Bidder's Initials \_\_\_\_\_

**FURNISH ALL LABOR, MATERIALS, EQUIPMENT, TRANSPORTATION, SUPERVISION, PERMITS, ETC. NECESSARY TO PROVIDE A NEW ARTIFICIAL TURF AT THE BASEBALL STADIUM, LOCATED ON THE CAMPUS OF THE UNIVERSITY OF LOUISIANA AT LAFAYETTE, LAFAYETTE, LOUISIANA, AS SHOWN ON THESE SPECIFICATIONS.....**

SCOPE OF WORK

- 1) Provide engineering, drawings and product specifications.
- 2) Excavate and remove necessary soils to the designed sub-grade elevation.
- 3) Install under field drainage system
- 4) Install new artificial turf over entire field of play.

**Due to the importance of the schedule, liquidated damages in the amount of \$200 per day will be assessed for every calendar day that this project is not complete beyond ninety (90) days of the Notice to Proceed.**

Each bidder MUST accompany his/her proposal with a bid security for five percent (5%) of the total maximum amount of his/her bid. The bid security shall be drawn in favor of the University of Louisiana at Lafayette and SHALL be in the form of a Bid Bond (Insurance Company), Bank Money Order, Certified Check or Cashier's Check. It shall become the property of the Owner in the event the contract and any performance bond are not executed within the time set forth. Bid bond shall be written by a surety or insurance company currently on the US Department of the Treasury Financial Management Service List of Approved Bonding Companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an "A-" Rating in the latest printing of the AM Best's Key Rating Guide to write individual bonds up to ten percent (10%) of policyholders' surplus as shown in the AM Best's Key Rating Guide.

Successful bidder WILL BE required to execute and deliver within ten (10) days of notification, a satisfactory performance bond and payment bond in the amount of one hundred percent (100%) of the contract price. Performance Bond, with Power of Attorney, shall be secured by a surety or insurance company currently on the US Department of the Treasury Financial Management Service List of Approved Bonding Companies, and in accordance with restrictions set by them or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds. In addition, any surety bond written for a public works project shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana. Also, to be provided at the same time is a Labor and Materials Payment Bond in an amount equal to 100% of the contract amount.

Contractors submitting bids in the amount of \$50,000 or more shall certify that they are licensed contractors under Chapter 24 of Title 37 of the Louisiana Revised Statutes of 1950 and **show their license number on the front of the sealed envelope** in which their bid is enclosed. Contractors shall be licensed in a classification such as: **BUILDING CONSTRUCTION or ARTIFICIAL TURF CONSTRUCTION**. Bids in the amount of \$50,000 or more, not submitted in accordance with this requirement, shall be rejected and shall not be read. Additional information relative to licensing may be obtained from the Louisiana State Licensing Board for Contractors, Baton Rouge, Louisiana.

In making this bid, each bidder represents that: They have read and understand the bid documents and the bid is made in accordance herewith, and the bid is based upon the specifications described in the bid documents without exception.

It is the responsibility of the prospective bidder to visit and examine jobsite, take measurements to his/her own satisfaction and determine conditions under which work is to be done. Owner will not accept responsibility for conditions which careful examination of premises would have shown existed.

To visit jobsite and for further information, prospective bidder is to contact Mr. Bill Crist at 337-482-2001.

A pre-bid meeting will be held at **1:30 PM on October 14, 2009** at the baseball stadium (201 Reinhardt Drive) at which time details of plans and specifications will be discussed.

### **GENERAL SPECIFICATIONS**

#### **GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION**

This contract shall be governed by AIA Document A201 - General Conditions of the Contract for Construction, Fourteenth Edition, 1987. Contractors may review an original document on file in the UL Lafayette Facility Management office, or may write the American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006, to purchase an original A201 Document.

#### **GENERAL REQUIREMENTS**

The Contractor shall furnish and install all labor and material necessary to provide and install the complete portion of this contract, including all materials and equipment as shown on the plans. It is the intention of these specifications that all systems be furnished complete with whatever necessary items are required to produce a satisfactory installation in a working order. The Contractor shall be responsible for bringing to the attention of the Owner any shortcomings of the design, or thereby, shall be responsible in full to meet the conditions set forth, that being, the system is to be in a satisfactory working order.

All material shall be installed in accordance with the instructions of the manufacturers. The work shall be done in strict compliance with state and local ordinances governing this class of work. The prospective bidder shall visit the job site and become familiar with all existing conditions found at the site. The Contractor shall become acquainted with all existing factors and conditions which affect the work. Failure to do so shall not relieve meeting the responsibility to install the work correctly.

The Contractor shall protect the entire installation from injury on the project until final acceptance. Failure to do so shall be sufficient cause for the Agent to reject any work.

#### **DEFINITIONS**

Agent - The University's representative in the Facility Management department who is referred to throughout these documents as singular in number.

Contractor - The person who contracts with UL Lafayette to perform the work as called for on these documents who is referred to as singular in number.

Owner - The University of Louisiana at Lafayette (UL Lafayette)

**CONSTRUCTION FORCE**

The Contractor shall provide and maintain in full operation at all times during the performance of the contract a sufficient work crew to execute the work with dispatch. The Contractor shall provide a full time superintendent who shall be on the job during all working periods.

The Contractor shall be responsible for maintenance and repair of all equipment installed by him which fails due to substandard workmanship.

**DRAWINGS FURNISHED BY UL Lafayette**

The attached drawings are intended to describe and illustrate the desired layout of the project. The dimensions shall be modified only if a conflict in construction arises and UL Lafayette agrees such modifications are necessary.

**APPROVALS FOR CHANGE**

At no time shall the Contractor deviate from the intent of the drawings or these specifications unless these deviations are approved in writing by the Agent. All substitutions must be received by the agent at least seven (7) working days prior to the date for the receipt of bids. Each request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including model numbers, drawings, cut sheets, performance and test data, and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. It shall be the responsibility of the proposer to include in his proposal all changes required of the contract documents if the proposed product is used. Prior approval is given contingent upon supplier being responsible for any costs which may be necessary to modify the space or facilities needed to accommodate the materials and equipment approved.

**FAMILIARITY WITH CONDITIONS**

Prior to the submission of the bid proposal, the Prospective Bidder shall make and shall be deemed to have made a careful examination of the project site, the plans, and specifications. The Prospective Bidder shall become informed as to the location and nature of the proposed construction, the kind and character of terrain to be encountered, the kind of facilities required before and during the construction of the project, general local conditions and all other matters that may affect the cost and the time of completion of the project.

**CODES AND PERMITS**

Said work shall comply with all local codes and ordinances.

**DEQ NOTIFICATION**

The Contractor shall be responsible for the proper notification of the Department of Environmental Quality whenever demolition work is to be performed. Copies of the DEQ Notification Form AAC-2 and any additional correspondence with DEQ shall be copied to the University.

**STANDARDS**

All materials furnished under this contract shall be designed, constructed and rated in accordance with the latest applicable standards, and shall pass tests as recommended therein.

**WORKMANSHIP AND MATERIALS**

The workmanship shall conform to the best accepted construction practice. Should it become evident that

during the course of construction that the items indicated on the plans, are for any reason undesirable, the Contractor shall immediately bring the situation to the attention of the Agent for a decision. The Contractor shall be responsible for installing the proper materials as described by the drawings and specifications.

All materials furnished for this project shall be new, undamaged, and bear the label of the Underwriters' Laboratories, Inc. Deliver materials in manufacturer's original package and store on skids so that the materials are off the ground, and so that product labels are exposed for easy inspection.

The Bidder shall base the proposal on materials herein specified. Reference to specific manufacturers or trade names is not intended to limit or indicate preference to specific manufacturers, but to indicate a standard of quality. Written approval from the Agent is required on all substitutions prior to installations.

### **GUARANTEE**

The Contractor shall guarantee new materials and workmanship for a minimum of one (1) full year after formal acceptance of the project. The Contractor will replace defective material and repair all workmanship defects promptly, and absorb all costs.

This provision shall not override any other warranties that are specified herein.

### **PRIOR APPROVALS**

The Contractor is required to install the exact materials specified in these documents, unless prior approval is given from the Facility Management office. **Contractors requesting prior approval on an item must submit product information for evaluation to the Facility Management office at least seven (7) working days prior to the bid opening.** Products submitted less than seven days prior to the bid opening will not be considered for prior approval.

### **SUBMITTALS**

The Contractor shall submit samples of the materials called for in the section titled "Detailed Specifications". The Agent's approval of samples shall not relieve the Contractor from the responsibility of incorrectly figured dimensions or any other errors that may be contained in these drawings. The omission from the samples, or specifications, even though approved by the Agent, shall not relieve the Contractor from furnishing and erecting same.

The contractor shall be responsible to meet specifications, and the intent of the specifications. Deviation from the specifications in any form, whether reviewed by the Agent in the shop drawings or not, shall imply the Contractor is intending to present a substitution to the materials specified. The Contractor shall give specific written notice of each variation that the shop drawings may have from the requirements of the specifications, and, in addition, shall cause a specific notation (in a very clear manner) to be made on each shop drawing for review of each variation.

### **LOUISIANA ONE CALL**

UL Lafayette is a member in the Louisiana One Call system. At least 72 hours before digging anywhere on UL Lafayette property the contractor **must** call 1-800-272-3020 to verify the location of utilities.

### **STORM WATER RUN OFF PROTECTION**

Contractor shall protect the entire construction site from erosion due to storm water run off. A visqueen

barrier shall be constructed around the entire construction site perimeter to prevent erosion from infiltrating the storm water drainage system.

### **CAMPUS SAFETY POLICY**

Contractor shall adhere to the campus safety policy. Information regarding campus safety can be found on the UL Lafayette website at: <http://www.louisiana.edu/ehs>

### **ASBESTOS**

The contractor **will not** be required to interface with any asbestos containing material (ACM) during this project. The State of Louisiana has conducted an asbestos survey of all buildings on the UL Lafayette campus. The results of the survey are compiled in management plans for each building. The management plans were assembled according to the requirements set forth in the Department of Environmental Quality Required Elements Index. These plans are available for review to anyone interested in the results. The plans are kept on file in the Reserve Reading Room of Edith Garland Dupre' Library.

### **COORDINATION OF WORK**

The Contractor shall inform the Agent each day of his work location before proceeding to work, and each time the Contractor moves into a different area.

### **PAYMENT**

The Contractor may invoice the Owner for work performed on a monthly basis. The work performed shall meet the approval of UL Lafayette. UL Lafayette shall process payment after verification of the invoice.

On projects where a performance bond is specified, the University will withhold ten percent (10%) retainage from all payments for completed work. This retainage will be released to the contractor according to the procedures set forth in the "INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS", section 11.

**FINAL PAYMENT WILL NOT BE ISSUED UNTIL ALL UNIVERSITY KEYS HAVE BEEN RETURNED TO THE FACILITY MANAGEMENT OFFICE.**

### **CLEAN-UP**

The Contractor is responsible for the clean-up and disposal of all trash and construction debris relating to this project. University dumpsters shall **not** be used for the disposal of debris. Should the Contractor dispose of any debris into University facilities, the cost of removal will be deducted from the University's final payment under this contract.

### **INSURANCE**

The Contractor shall carry and maintain Workmen's Compensation and Public Liability and Property Damage Insurance and Builder's Risk Insurance in accordance with the statutes and laws of the State of Louisiana, and he/she shall furnish the Owner with satisfactory proof of carriage of the insurance required.

### **INDEMNIFICATION**

The Contractor will indemnify and hold harmless the Owner and all of their agents and employees from and against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from operations under the Contract Documents by the Contractor, and subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, which are caused in whole or

in part by any error, omission, or act of any of them. If any and all claims against the Owner or any of their agents or employees by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation of the Contractor under this article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's Compensation laws.

### **DETAILED SPECIFICATIONS**

#### **Supply and install a base and synthetic turf playing surface:**

##### **Preliminaries**

- Mobilization
- Provide all necessary engineering, drawings and specifications for the work to be performed for the base, drainage and synthetic turf requirements.
- Site layout by the contractor's engineer.

##### **Site Preparation** - *Not in this contract - this work will be completed by the University*

- Excavate and remove necessary soils to the designed sub grade elevation.
- Laser grade sub grade to required tolerances.
- Supply and install geo-textile fabric over sub grade and drainage trenches of perimeter collector pipes.

##### **Drainage** - *Not in this contract - this work will be completed by the University*

- Supply and install new under field drainage system utilizing flat, composite lateral drains spaced on 25' centers and directed into new perimeter collector pipe.
- Supply and install 12" diameter perimeter collector pipes and connect to existing on-site storm drainage system within 30 feet of field.

##### **Perimeter Nailer Boards**

- Supply and install pressure treated wood timbers around the perimeter of field.
- Supply and attach 2" x 4" pressure treated wood nailer boards to the newly timbered perimeter for fastening of synthetic turf playing surface.

##### **Aggregate Placement** - *Not in this contract - this work will be completed by the University*

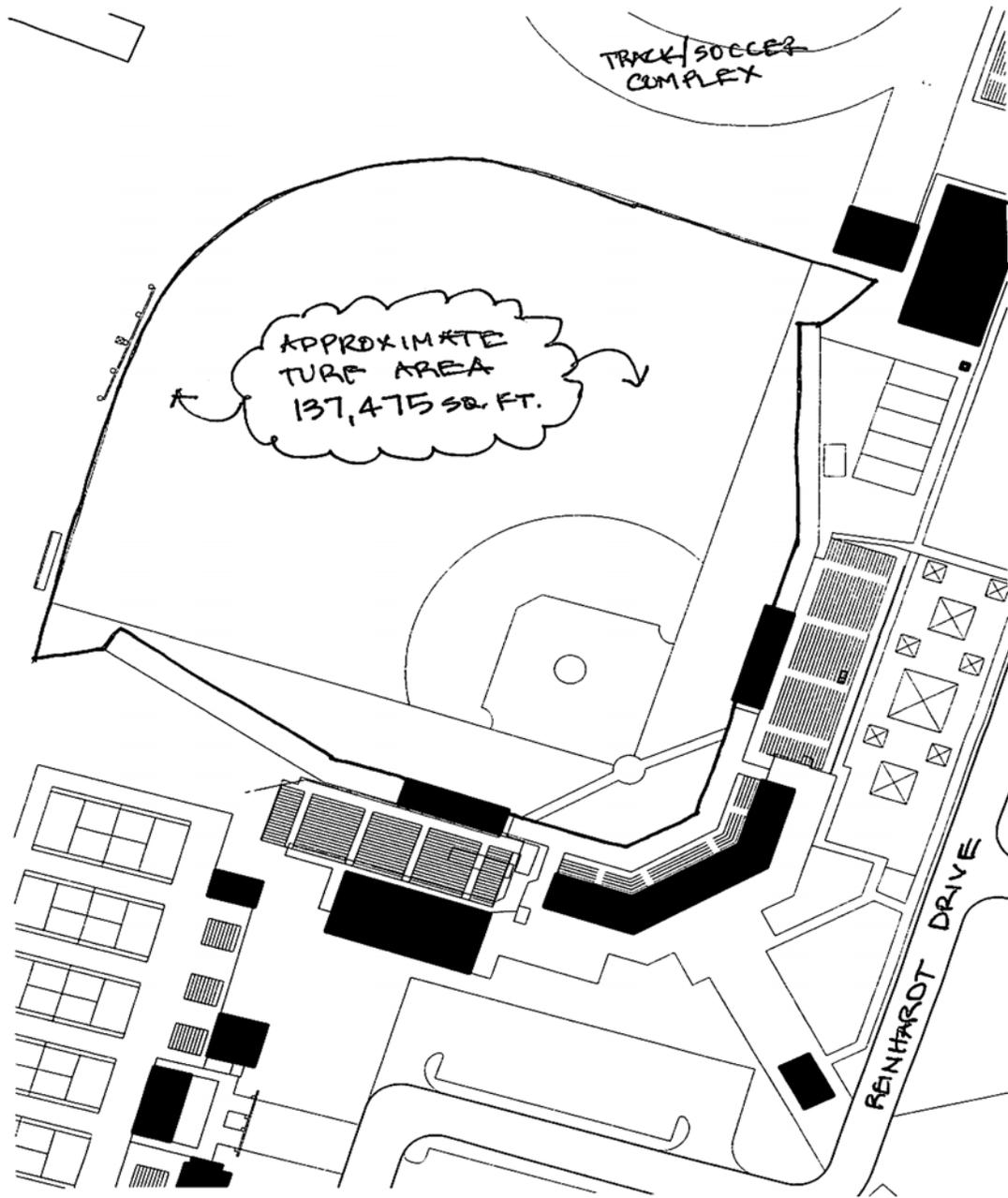
- Supply a porous aggregate base over the prepared sub grade.
- Laser grade the top of aggregate base to facilitate fine leveling of the field prior to synthetic turf installation.
- Backfill against perimeter nailer boards with stone base material and compact.

**Synthetic Turf Playing Surface**

- Supply and install 2" Green and 1.5" Brown (at normal infield dirt areas) synthetic turf playing surface.
- Install 2" Brown synthetic playing surface as a warning track.
- All synthetic turf materials shall be equal to ProGrass AR Synthetic turf.
- Sew synthetic turf panels together and connect to new perimeter nailer boards.
- Supply and reinstall clay for the pitcher's mound.
- Supply and install inlaid baseball foul lines in the outfield and infield perimeter line.
- Supply and install inlaid Ragin' Cajun logo behind home plate, as per university specifications.
- Supply, deliver and groom into the synthetic turf playing surface SBR (rubber) ambient ground rubber granules.
- Clean-up and dispose of excess turf materials into a dumpster provided by the contractor.

**Maintenance and Warranty of New Synthetic Turf Surface**

- Instruct personnel in the proper care and maintenance of the synthetic turf playing surface.
- Provide one (1) grooming machine.
- Provide an eight (8) year warranty on the synthetic turf playing surface.



**BID SHEET**

**I/We propose to furnish all labor, materials, equipment, transportation, supervision, permits, etc. necessary to install new artificial turf at the baseball stadium, located on the campus of the University of Louisiana at Lafayette, Lafayette, Louisiana, in strict accordance with the conditions, plans and specifications of bid proposal for the total sum of**

\$ \_\_\_\_\_(In Words)

\$ \_\_\_\_\_(In Figures)

**Due to the importance of the schedule, liquidated damages in the amount of \$200 (two-hundred dollars) per day will be assessed for every calendar day that this project is not complete beyond ninety (90) days of the Notice to Proceed.**

WARRANTY \_\_\_\_\_ days after acceptance by the University.

TERMS \_\_\_\_\_

FOB UL Lafayette / Installed

Each bidder MUST accompany his/her proposal with a bid security for five percent (5%) of the total maximum amount of his/her bid. The bid security shall be drawn in favor of the University of Louisiana at Lafayette and SHALL be in the form of a Bid Bond (Insurance Company), Bank Money Order, Certified Check or Cashier's Check. It shall become the property of the Owner in the event the contract and any performance bond are not executed within the time set forth. Bid bond shall be written by a surety or insurance company currently on the US Department of the Treasury Financial Management Service List of Approved Bonding Companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an "A-" Rating in the latest printing of the AM Best's Key Rating Guide to write individual bonds up to ten percent (10%) of policyholders' surplus as shown in the AM Best's Key Rating Guide.

Successful bidder WILL BE required to execute and deliver within ten (10) days of notification, a satisfactory performance bond and payment bond in the amount of one hundred percent (100%) of the contract price. Performance Bond, with Power of Attorney, shall be secured by a surety or insurance company currently on the US Department of the Treasury Financial Management Service List of Approved Bonding Companies, and in accordance with restrictions set by them or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds. In addition, any surety bond written for a public works project shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana. Also, to be provided at the same time is a Labor and Materials Payment Bond in an amount equal to 100% of the contract amount.

In making this bid, each bidder represents that: They have read and understand the bid documents and the bid is made in accordance herewith, and the bid is based upon the specifications described in the bid documents without exception.

DEPARTMENT: Facility Management  
Page 10

REQUISITION NO.: M25326

**Bid Sheet, Page 2**

It is the responsibility of the prospective bidder to visit and examine jobsite, take measurements to his/her own satisfaction and determine conditions under which work is to be done. Owner will not accept responsibility for conditions which careful examination of premises would have shown existed.

A pre-bid meeting will be held at 1:30 PM on October 14, 2009 at the project site (201 Reinhardt Drive) at which time details of plans and specifications will be discussed.

Bidder certifies that he/she has contacted \_\_\_\_\_ and has visited and examined job site and taken measurements to his/her own satisfaction on \_\_\_\_\_ (date).

**BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING:**

ADDENDA: NO. \_\_\_\_\_ DATED: \_\_\_\_\_ NO. \_\_\_\_\_ DATED: \_\_\_\_\_

CONTRACTOR'S LICENSE NO. \_\_\_\_\_

FIRM NAME \_\_\_\_\_

SIGNED BY (printed) \_\_\_\_\_

SIGNED BY (signed) \_\_\_\_\_

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_

FAX NO. \_\_\_\_\_

DATE \_\_\_\_\_